



ORIGINAL DOCUMENTS IN SA

Case No. 11614

Date of filing: 17 DEC 84

34

** AWARD - Type of Award Agreed terms
- Date of Award _____
4 pages in English 3 pages in Farsi
+ exhibits

** DECISION - Date of Decision _____
_____ pages in English _____ pages in Farsi

** CONCURRING OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** SEPARATE OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** DISSENTING OPINION of _____
- Date _____
_____ pages in English _____ pages in Farsi

** OTHER; Nature of document: _____

- Date _____
_____ pages in English _____ pages in Farsi

DUPLICATE
ORIGINAL
نسخه برابر اصل

CASE NO. 11614

SPECIAL CHAMBER

AWARD NO. 153 -11614-SC

THE GOVERNMENT OF THE UNITED STATES
OF AMERICA, on behalf and for the
benefit of

EBERLE TANNING COMPANY,

Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,

Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داورى دعاوى ایران - ایالات متحدہ	
ثبت شد - FILED		
Date	17 DEC 1984	تاریخ
	۱۳۶۳ / ۹ / ۲۶	
No.	11614	شماره

AWARD ON AGREED TERMS

1. On 19 January 1982, the Government of the United States of America filed a claim with the Tribunal on behalf and for the benefit of the Claimant EBERLE TANNING COMPANY against the ISLAMIC REPUBLIC OF IRAN as Respondent within the meaning of Article VII, paragraph 3, of the Declaration of the Government of the Democratic and Popular Republic of Algeria concerning the Settlement of Claims by the Government of the United States of America and the Islamic Republic of Iran of 19 January 1981 ("Claims Settlement Declaration").

2. On 23 August 1984, EBERLE TANNING COMPANY and BANK SEPAH New York Agency, entered into a Settlement Agreement, signed by them, resolving the matters in dispute between them, whereby it is agreed, inter alia, that BANK SEPAH shall pay to the Claimant the amount of U.S. \$117,705.00 in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this Case.

3. On 21 September 1984 a Joint Request for an Award on Agreed Terms was filed with the Tribunal, signed by the Agent of the Islamic Republic of Iran and the Agent of the United States of America. The Settlement Agreement was filed together with this Joint Request. Copies of the Settlement Agreement and Joint Request are annexed hereto.

4. On 16 December 1983 the present case was assigned to Chamber One of the Tribunal and on 21 September 1984 pursuant to Presidential Order No. 29 dated 19 September 1984 was transferred to the Special Chamber for the purpose of dealing with the Settlement Agreement.

5. The Tribunal has satisfied itself that it has jurisdiction in this matter within the terms of the Claims Settlement Declaration.

For the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

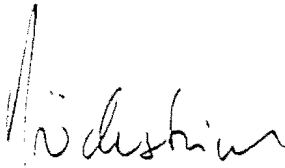
1. The Settlement Agreement filed with the Joint Request, pursuant to Article 34(1) of the Tribunal Rules, is hereby accepted and recorded as an Award on Agreed Terms, binding on the Parties, in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this Case.

2. Consequently, BANK SEPAH shall pay to EBERLE TANNING COMPANY the sum of One hundred seventeen thousand seven hundred and five United States Dollars (U.S. \$117,705.00), which obligation shall be satisfied by payment out of the Security Account established pursuant to paragraph 7 of the

Declaration of the Democratic and Popular Republic of
Algeria of 19 January 1981.

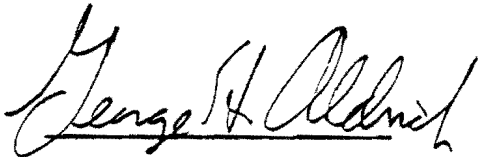
3. This Award is hereby submitted to the President of the
Tribunal for notification to the Escrow Agent.

Dated, The Hague
17 December 1984



Karl-Heinz Böckstiegel
Chairman
Special Chamber

In the name of God



George H. Aldrich



Parviz Ansari MoIn

IN THE NAME OF GOD

In The Iran-United States Claims Tribunal

The Hague, the Netherland

Case No. 15402 Tribunal No. 11614

Chamber No. SPECIAL CHAMBER

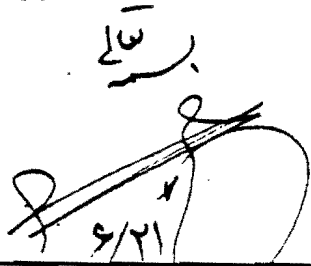
Joint request for arbitral
award on agreed terms

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری مطالبات ایران-ایالات متحده
FILED - ثبت شد	
Date 1362 / 9 / 20 21 SEP 1984	
No. 11614	

Pursuant to Article 34 of the Tribunal's Rules of procedure, *Eberli Tanning Company* claimant, and Bank Sepah, respondent, jointly request that the Tribunal issue an arbitral award on agreed terms that will record and give effect to the Settlement Agreement reached by the parties.

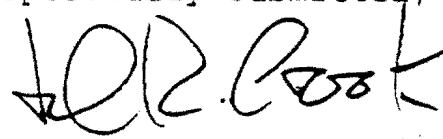
Bank Sepah and *Eberli Tanning Company* have entered into a Settlement Agreement, a copy of which is attached hereto, providing that the *Eberli Tanning Company*, shall be paid the amount of \$ 117,705.00 United States Dollars (*One hundred seventeen thousand seven hundred five only*) in complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with this case.

The undersigned request the Tribunal to record the Settlement Agreement as an arbitral award on agreed terms, with full payment to the *Eberli Tanning Company* to be made out of the Security Account.


9/21

Mohammad Karim Eshragh,
The Agent of the Government of
the Islamic Republic of Iran to
the Iran-U.S. Claims Tribunal

Respectfully submitted,



The ~~Agent~~ Agent of the je
Government of the United
States of America to the
Iran-U.S. Claims Tribunal

SETTLEMENT AGREEMENT

This agreement is made this 23rd day of August, 1984 (1st day of September 1363) between Bank Sepah, New York Agency (hereinafter referred to as "Bank Sepah") and Eberle Tanning Company, (hereinafter referred to as "Eberle");

WHEREAS, Eberle has filed a claim that has been docketed with Iran-United States Claims Tribunal ("Tribunal") as Case No. 11614 ("Case 11614");

WHEREAS, Bank Sepah has asserted a number of counterclaims against Eberle and its subsidiaries;

WHEREAS, the parties to this Agreement wish to settle the above claim filed with the Tribunal;

THEREFORE, the parties to this Agreement agree to settle Case 11614 in exchange for the consideration, and under the terms and conditions set forth below.

ARTICLE I - PAYMENT

A. In full and final settlement of all outstanding claims and disputes arising or capable of arising out of the past business relationship between the parties, including but not limited to Eberle Statement of Claim submitted in Case No. 11614 before the Iran-United States Claims Tribunal, Eberle shall be paid the sum of One Hundred Seventeen Thousand, Seven Hundred Five Dollars (U.S. \$117,705.00) (the "Settlement Amount").

W. H. E. M. E.

B. By no later than *September 11*, 1984, the parties shall submit to the Tribunal a joint request, pursuant to Article 34 of the Tribunal's Rules, that the Tribunal record this Agreement as an arbitral award on agreed terms, and that the Tribunal order payment of the Settlement Amount to Eberle from the Security Account.

ARTICLE II - RELEASE AND TERMINATION OF PROCEEDING

A. Payment of the Settlement Amount to Eberle shall terminate the proceedings in Case 11614 and shall constitute complete and final settlement of all claims and counterclaims now existing or capable of arising in connection with Case 11614 and capable of arising out of dispute between the parties.

B. Upon full and final payment of the Settlement Amount to Eberle, Eberle and Bank Sepah shall, for themselves and their subsidiaries, affiliates and real or juridical persons, directors, officers, and employees (and for the successors and assigns of themselves and their subsidiaries, affiliates and real or juridical persons, directors, officers, and employees) by this Agreement release and forever discharge each other and their subsidiaries, affiliates, directors, officers, and employees from any and all liability that they ever had, now have, or thereafter may have against each other in connection with Case.

C. Upon full and final payment of the Settlement Amount to Eberle, Eberle shall, for itself and its subsidiaries and affiliates, directors, officers, and employees (and for the

successors and assigns of itself and its subsidiaries and affiliates, directors, officers, and employees) by this Agreement release and forever discharge all Respondents in Case 11614 and their agencies, instrumentalities, subsidiaries, and affiliates from all liability that they ever had, now have, or hereafter may have that arises or is capable of arising out of the contracts, transactions, or occurrences that are the subject of Case 11614 and which have been subject of disputes between the parties.

D. As to any past dealings, should any claims be pending or be filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the parties hereto, the party who has effected or caused such assignment or transfer of rights shall be exclusively liable to such third party.

E. The releases set forth in this Agreement are self-executing upon the full and final payment of the Settlement Amount to Eberle.

F. Upon full and final payment of the Settlement Amount to Eberle, Bank Sepah and Eberle waive any and all claims for costs, including attorneys' fees, arising out of or related to the arbitration or prosecution of the claims or counterclaims asserted (or which might have been asserted) before the Tribunal or elsewhere with respect to Case 11614 or any claim of Eberle or Bank Sepah against each other.

G. This Agreement, including the releases set forth in this Agreement, does not apply to the subject matter of any other proceeding on the Tribunal, including any claim by Islamic Republic, Bank Sepah or Bank Markazi against U.S. government or any U.S. financial and banking entity.

ARTICLE III - VALIDITY

A. This Agreement is valid only in its entirety. None of the terms and provisions of this Agreement may be interpreted separately and changed, except by written agreement of the parties.

B. If the Tribunal does not record this settlement as an arbitral award on agreed terms within 60 days of filing of the Settlement Agreement, or if the payment of the Settlement Amount is not made to Eberle within 90 days, either party may withdraw it, and this Agreement shall not prejudice Bank Sepah or Eberle in future proceedings in Case 11614.

C. This Agreement has been written and signed in both languages of Farsi and English and each text shall have the same equal validity.

ARTICLE IV - CONFIDENTIALITY

A. Prior to the full and final payment of the Settlement Amount to Eberle, the parties to this Agreement will not refer to or divulge the content of this Agreement (except for the submission to the Tribunal); or of documents generated solely

for purposes of settlement negotiations; or of discussions in the course of settlement negotiations, in any pending or future proceeding before the Tribunal or elsewhere.

B. Eberle and Bank Sepah shall not use, or cause any third party to use, this Settlement Agreement in the prosecution or defense of any other case before the Tribunal or any other court of forum.

ARTICLE V - AUTHORITY

The representatives of the parties hereto expressly declare that they are duly empowered to sign this Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations whatsoever, except as may otherwise contained in this Settlement Agreement.

The notarized Power of Attorney of the company's representative are hereto attached.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

BANK SEPAH - IRAN

EBERLE TANNING COMPANY

By: 

By: 

BERLITZ

Since 1878

No. 1862

BERLITZ TRANSLATION SERVICES
A DIVISION OF
THE BERLITZ SCHOOLS
OF LANGUAGES
OF AMERICA, INC.
866 THIRD AVENUE
NEW YORK, NY 10022
(212) 486-1212
TELECOPIER (212) 486-1135

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

ابالت نیویورک (حوزه صلاحیت
شهرستان نیویورک)

CERTIFICATION

گواهی

This is to certify that the following
is, to the best of our knowledge and
belief, a true and accurate translation
into Farsi of the attached English
language Settlement Agreement

باینویسیده گواهی میشود که مدرک ذمیمه
تا حد دانش و آگاهی من ترجمه صحیح و
دقیقی است از یک موافقتنامه
حل و فصل

که بزبان انگلیسی بوده .

BERLITZ TRANSLATION SERVICES

Sworn and subscribed to before me
this 6th day of December,
19 83.

سوگند خورد، و احضار شد، در حضور من
در روز ۶ ماه دسامبر ۸۳
۱۹

Barbara R. Barzelatto
NOTARY PUBLIC

BARBARA R. BARZELATTO
Notary Public, State of New York
No. 31-1700003
Qualified in New York County
Commission Expires March 30, 1985

